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8 **UNITED STATES BANKRUPTCY COURT**  
9 **EASTERN DISTRICT OF WASHINGTON**

10 In re:

11 GIGA WATT, Inc., a Washington  
12 corporation,

13 Debtor.

Case No. 18-03197

The Honorable Frederick P. Corbit

Chapter 11

**ORDER GRANTING CHAPTER 11  
TRUSTEE'S MOTION FOR ORDER  
APPROVING AGREEMENT WITH  
MOSES LAKE LANDLORDS**

15 This matter came before this Court on the Chapter 11 Trustee's *Motion for*  
16 *Order Approving Moses Lake Two-Way Agreement* (the "Motion")<sup>1</sup> filed by Mark  
17 D. Waldron, in his capacity as the duly-appointed Chapter 11 Trustee (the  
18 "Chapter 11 Trustee") in the above-captioned bankruptcy case of Giga Watt Inc.  
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23 <sup>1</sup> Unless otherwise defined herein, capitalized terms used in this Order have the  
meanings ascribed to them in the Motion.

1 The Court finds that the decision to enter into the Moses Lake Two-Way  
2 Agreement, a copy of which is attached to the Motion as Exhibit B, is based on  
3 the Trustee's reasonable business judgment.

4 The Court further finds that the Trustee is unable to obtain unsecured credit  
5 as an administrative expense.

6 The Court further finds that the agreement to repay the Catch-Up Power  
7 Payment pursuant to the terms of the Moses Lake Two-Way Agreement is a  
8 reasonable exercise of the Trustee's business judgment.

9 The Court further finds that notice of the Motion and manner of service  
10 thereof was proper and sufficient.

11 **IT IS HEREBY ORDERED** as follows:

- 12 1. The Motion is GRANTED in its entirety.
- 13 2. The Moses Lake Two-Way Agreement and all the terms set forth  
14 therein are approved;
- 15 3. The Trustee is authorized, but not directed, to perform pursuant to the  
16 terms of the Moses Lake Two-Way Agreement, including, but not limited to:
  - 17 a. re-entering and operating the Debtor's business at Parcel C and  
18 the Data Center of the Moses Lake facility;
  - 19 b. paying to the Moses Lake Landlords on a current basis, all  
20 electricity bills generated by Parcel C and the Data Center;
  - 21 c. repaying to the Moses Lake Landlords the Catch-Up Power  
22 Payment (\$169,500.19) at the rate of 19.9% annual interest;

1 d. Repaying to the Moses Lake Landlord the Bond Payment,  
2 without interest;

3 e. Participate in the Moses Lake Revenue Sharing;

4 f. Provide to the Moses Lake Landlords monthly revenue and  
5 expense reports.

6 4. The Moses Lake Landlords are directed to apply their share of the  
7 Moses Lake Revenue Sharing in the following order of priority: (a) current  
8 administrative rent for all the Moses Lake parcels, whether opened or not; (b) the  
9 Catch-Up Power Payment and (c) the Bond Payment.

10 5. The Trustee's obligation to participate in the Moses Lake Revenue  
11 Sharing under the Two-Way Agreement shall end once the Estate has paid in full  
12 the Catch-Up Power Payment, the Bond Payment, and all past due rent that has  
13 accrued after the Petition Date has been paid in full.

14 6. The claim of the Moses Lake Landlords to repayment of the Catch-  
15 Up Power Payment shall have priority over any or all administrative expenses of  
16 the kind specified in section 503(b) or 507(b) of title 11 of the Bankruptcy Code  
17 as provided by section 364(c)(1) of the Bankruptcy Code.

18 7. The Event of Default provisions of the Moses Lake Two-Way  
19 Agreement are approved.

20 8. The Moses Lake Landlords shall withdraw their motion for relief  
21 from stay [Docket No. 76] without prejudice.

22 9. The agreement to extend the Trustee's deadline to assume or reject  
23 the Moses Lake Leases is approved and, to the extent an Order is necessary, the  
24 Order Granting Chapter 11 Trustee's Motion for Order Approving Moses Lake  
25 Two-Way Agreement - Page 3

1 Trustee's deadline to assume or reject the Moses Lake Leases is extended to May  
2 19, 2019.

3 /// END OF ORDER ///

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5 **PRESENTED BY:**

6 CKR LAW LLP

7 /s/ Pamela M. Egan

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11 *Of attorneys for Mark Waldron, in his capacity*  
12 *as the duly-appointed Chapter 11 Trustee*  
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